



**CERTIFICATE OF AMENDMENT
TO THE
THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS AND
RESTRICTIONS
OF
THE ARBORS VILLAGE ASSOCIATION, INC.**

The Declaration of Covenants and Restrictions for The Arbors Village has been recorded in the Public Records of Martin County, Florida, at Official Records Book 1083, Page 2151 et seq.; amended at Official Records Book 1126, Page 2696 et seq.; O.R. Book 1266, Page 1421 et seq.; O.R. Book 1267, Page 1707 et seq.; O.R. Book 1275, Page 1656 et seq.; amended and restated at O.R. Book 1465, Page 971 et seq.; amended at O.R. Book 1575, Page 1174 et seq.; O.R. Book 1602, Page 1762 et seq.; amended and restated at O.R. Book 1661, Page 2145 et seq.; amended at O.R. Book 1918, Page 940 et seq.; and amended and restated at O.R. Book 3053, Page 958. The same Third Amended and Restated Declaration of Covenants and Restrictions is hereby amended as approved by at least sixty-seven percent (67%) of the Members voting, said approval obtained by written consent.

1. Article XII, Sections 7, 26, 31 and 35 are amended to read as follows:

ARTICLE XII

SECTION 7. Sports Equipment, Clotheslines, Garbage Cans, Tanks, Etc.

All non-affixed sports equipment must be stored between the hours of 10 PM on the day of use and 9 AM the following day. They must be stored out of view of neighboring Lots, streets and lake view. Permanently installed clotheslines, generators, subject to Florida law, garbage cans, storage tanks, mechanical equipment shall be screened from view of neighboring Lots, streets and lake view. Foliage used to screen them must be approved by the ARCC or the Landscape Committee, in accordance with Article XI of this Declaration.

All refuse shall be stored in appropriate containers and regularly removed from the Properties and shall not be allowed to accumulate thereon. No refuse shall be left at the curbs except after 5:00 PM on the day prior to the scheduled refuse pickup. All refuse receptacles must be removed from the curb before midnight on the day of the scheduled refuse pickup.

SECTION 26. On-site Fuel Storage.

An on-site buried propane tank of no more than 500 gallons is allowed. The tank site must be approved by the ARCC in accordance with Article XI of this Declaration and screened from view from neighboring lots and the street. Storage of gasoline or other fuels shall not be permitted on any part of the Properties except (a) twenty-five (25) gallons of fuel for emergency purposes and/or operation of lawn mowers and similar

tools or equipment; (b) up to two 20 gallon propane storage containers for outdoor barbeques or portable generators. All propane and gasoline containers must be stored on each Lot in the garage, or in approved outside storage containers screened from view from neighboring lots and the street.

If available, Lot Owners desiring access to propane gas for heating of dwellings, fireplaces, household appliances, pools, or permanently installed house generators may utilize the Association's propane gas distribution system, after first obtaining approval from the ARCC in accordance with Article XI of this Declaration.

The Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

SECTION 31. Play Equipment, Strollers, Etc.

All bicycles, tricycles, scooters, skateboards, and other play equipment, wading pools, baby strollers and similar items shall be stored so as not to be visible from streets, lake view or neighboring Lot. No such items shall be allowed to remain on the Common Area or Lot as to be visible from street, lake view or neighboring Lot when not in use. Sidewalks are Common areas and must remain free of any obstructions. Notwithstanding the above, swing sets, trampolines and similar permanent playground equipment may be erected on Lots in accordance with Article XI of the Declaration, approved by the ARCC or the Landscape Committee and screened from street view, lake view or neighboring Lot.

Any permanent play equipment must be maintained in accordance with the rules established by the Association or will be subject to removal.

SECTION 35. Parking and Prohibited Vehicles.

a. Prohibited Vehicles. Except as authorized in Section (b) below, no boats, watercraft, recreational vehicles, trucks, tractors, vans, campers, commercial vehicles (as defined below), trailers (with or without wheels), motorhomes, mobile homes, inoperable or unregistered vehicles, vehicles modified from its stock appearance by raising or lowering chassis, or other motor vehicles may be placed, parked or stored upon any Lot except within a garage which is totally removed from public view. Vehicles may not contain aftermarket lettering, graphics, lighting and may not carry equipment, tools, tool boxes or materials which are visible from outside the vehicle. A vehicle with any type of flotation device (kayak, canoe, etc.) stored on its roof may only be parked temporarily in a driveway. No repair shall be performed on any boat or motor vehicle upon any Lot except within a garage which is totally removed from public view. Notwithstanding the foregoing, service and delivery vehicles may park in the driveway of a Lot or on the street during daylight hours, as needed for providing services or deliveries to the lot. In the event of a dispute concerning the type of vehicle, the decision of the Board of Directors, in its sole discretion, shall control. For purposes of this provision, "commercial vehicles" shall be defined as any self-propelled or towed motor

vehicle used to transport passengers or property having an outward appearance of being used in connection with a trade or business; contains commercial graphics and/or signage, licensing or work equipment; has a gross vehicle weight rating of greater than 10,001 pounds; or is designed or used to transport more than eight (8) passengers, including the driver, for compensation.

b. Authorized Vehicles. Four-wheel passenger automobiles; sport utility vehicles; vans (with windows and passenger seating for a maximum of eight (8) persons and no commercial lettering or graphics); light-duty pick-up trucks (as defined below) and law enforcement vehicles may be parked, placed or stored only in the garage or driveway of the Owner's Lot. Guests and invitees of Owners may park an authorized vehicle in a designated parking area or in the garage or driveway of the Owner's Lot or on the street; provided, however, that no vehicle of any kind shall be parked overnight on any street without prior notification to the property management company. For purposes of this provision, "overnight" shall be defined as between the hours of 2:00 a.m. and 6:00 a.m. No vehicle of any kind shall be placed, parked or stored on the lawn of any Lot or on any portion of the Common Area, unless such area is specifically designated as a parking area. Additionally, no vehicle of any kind shall be placed, parked or stored in any manner that obstructs a walkway. For purposes of this provision, "light-duty pick-up truck" shall be defined as any motor vehicle which has four (4) tires, two (2) axles and an enclosed passenger compartment (cab) and an open cargo area with low sides and tailgate, which is classified as a truck by the manufacturer and has a maximum gross vehicle weight rating of 10,000 pounds or less. Additionally, a light-duty pick-up truck must be designed primarily for the transportation of property, cargo or special purpose equipment and have a designed passenger weight limit that does not exceed the cargo weight.

c. Enforcement of Violations. The Association shall have the right to authorize the towing of any vehicle in violation of Sections (a) and (b) above. The Association, its officers, directors and employees shall be held harmless by the owner of such vehicle with regard to such towing of a vehicle.

(The balance of Article XII remains unchanged.)

2. The foregoing amendments to the Third Amended and Restated Declaration of Covenants and Restrictions of The Arbors Village were approved by at least sixty-seven percent (67%) of the Members voting, said approval obtained by written consent.

3. All provisions of the Third Amended and Restated Declaration of Covenants and Restrictions of The Arbors Village are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 10th day of November, 2020.

WITNESSES AS TO PRESIDENT:

THE ARBORS VILLAGE ASSOCIATION, INC.

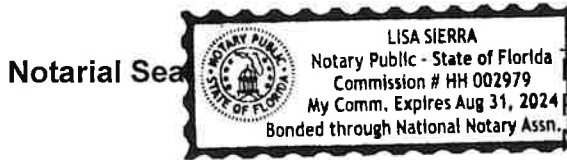
Patricia J. Sousa
Printed Name: PATRICIA J. SOUSA

By: Michael Brunner, President

Robert Colonne
Printed Name: ROBERT COLONNESE

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of [] physical presence or [] online notarization, by Michael Brunner, as President of The Arbors Village Association, Inc., [] who is personally known to me, or [] who has produced _____ as identification on November 10th, 2020.



Lisa Sierra
Notary Public
Print Name: Lisa Sierra
My Commission Expires: 8-31-24

WITNESSES AS TO SECRETARY:

THE ARBORS VILLAGE ASSOCIATION, INC.

Patricia J. Sousa
Printed Name: PATRICIA J. SOUSA

By: Richard N. Deluga
RICHARD N. DELUGA Secretary

Robert Colonne
Printed Name: ROBERT COLONNESE

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of [] physical presence or [] online notarization, by Richard Deluga, as Secretary of The Arbors Village Association, Inc., [] who is personally known to me, or [] who has produced _____ as identification on November 10th, 2020.

Notarial Seal



Lisa Sierra
Notary Public
Print Name: Lisa Sierra
My Commission Expires: 8-31-24